

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** April 1, 2026

**Presenter's Name and Title:** Vanessa Sauveur, Information Systems Manager

**Prepared By:** Vanessa Sauveur, Information Systems Manager

**Temp. Reso. Number:** 8637

**Item Description:** Temporary Resolution #R8637 APPROVING THE RENEWAL OF VMWARE LIVE RECOVERY SOFTWARE LICENSES, MICROSOFT AZURE SUBSCRIPTIONS, AND VMWARE RESERVED INSTANCE FOR THE CLOUD-BASED DISASTER RECOVERY SOLUTION FROM R2 UNIFIED TECHNOLOGIES, LLC, IN AN AMOUNT NOT TO EXCEED \$575,361 OVER A THREE-YEAR PERIOD, AS WELL AS VMWARE SOFTWARE LICENSES AND MAINTENANCE FROM CARAHSOFT TECHNOLOGY CORPORATION IN AN AMOUNT NOT TO EXCEED \$409,116 OVER A THREE-YEAR PERIOD, UTILIZING NASPO CONTRACT NUMBER 43230000-NASPO-16-ACS. (Vanessa J. Sauveur, Information Systems Manager)

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: Please collect signatures at the dais.**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funding of \$191,787 and \$136,372 is available in the Information Technology Fund Accounts 504-58-580-516-000-603425 - Software License and Maintenance line.

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8637**
- **Attachment(s)**
  - **Attachment 1: R2 Unified Technologies Quotes**
  - **Attachment 2: Carahsoft Technology Corporation Quote**
  - **Attachment 3: NASPO Contract 43230000-NASPO-16-ACS**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Clayton Jenkins, Information Technology Director

**DATE:** March 26, 2026

**RE:** Temp. Reso. No. 8637 approving the renewal of the cloud-based disaster recovery software solution from R2 Unified Technologies, LLC, as well as VMware software licenses and maintenance from Carahsoft Technology Corporation

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**RECOMMENDATION:** The City Manager recommends approving Temporary Resolution No. 8637 to renew VMware Live Recovery software licenses, Microsoft Azure subscriptions, and VMware Reserved Instances for the cloud-based disaster recovery solution from R2 Unified Technologies, LLC, in an amount not to exceed \$575,361, over a three-year period, as well as VMware software licenses and maintenance from Carahsoft Technology Corporation in an amount not to exceed \$409,116 over a three-year period, utilizing National Association of State Procurement Officials (NASPO) Contract number 43230000-NASPO-16-ACS.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000 per vendor in accordance with City Code Section 2-412(a)(1).

**BACKGROUND:** On March 15, 2023, Resolution 23-83 approved the purchase of the Azure Disaster Recovery Solution from R2 United Technologies, which included VMware Site Recovery Manager (now VMware Live Recovery), and Azure cloud VMware services for a three-year period. Additionally, on April 16, 2025, Resolution 25-119 approved the renewal of VMware software licenses and maintenance with Carahsoft Technology Corporation for one year.

**DISCUSSION:** Renewing the cloud-based disaster recovery solution and VMware licenses is critical to ensuring the continuity of City operations and maintaining system reliability, both of which are essential for safeguarding the City's data.

R2 Unified Technologies will provide the Azure VMware solution, Microsoft Azure Subscription, and VMware Live Recovery software licenses and maintenance to enhance system resilience and recovery capabilities.

Carahsoft Technology Corporation will supply the VMware software licenses and maintenance to support virtualization infrastructure, enabling efficient resource utilization and scalability.

Both agreements are structured for a three-year term to ensure stability and cost-effectiveness. The renewal period is from April 2026 through April 2029.

Below is a breakdown of the cost.

<b>R2 Unified Technologies, LLC</b>	<b>Annual Cost</b>	<b>3-Year Cost</b>
VMware Live Recovery	\$15,600	\$46,800
Microsoft Azure VMware Solution Reserved Instance	\$162,987	\$488,961
Microsoft Azure Monthly Subscription	\$13,200	\$39,600
<b>Total Cost</b>	<b>\$191,787</b>	<b>\$575,361</b>

<b>Carahsoft Technologies Corporation</b>	<b>Annual Cost</b>	<b>3-Year Cost</b>
VMware Cloud Foundation Licenses	<b>\$136,372</b>	<b>\$409,116</b>

**ANALYSIS:** Funding of \$191,787 and \$136,372 is available in the Information Technology Fund Accounts 504-58-580-516-000-603425 - Software License and Maintenance line.

Temp. Reso. No. 8637

2/12/26

3/24/26

**CITY OF MIRAMAR**

**MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF VMWARE LIVE RECOVERY SOFTWARE LICENSES, MICROSOFT AZURE SUBSCRIPTIONS, AND VMWARE RESERVED INSTANCES FOR THE CLOUD-BASED DISASTER RECOVERY SOLUTION FROM R2 UNIFIED TECHNOLOGIES, LLC, IN AN AMOUNT NOT TO EXCEED \$575,361 OVER A THREE-YEAR PERIOD, AS WELL AS VMWARE SOFTWARE LICENSES AND MAINTENANCE FROM CARAHSOFT TECHNOLOGY CORPORATION IN AN AMOUNT NOT TO EXCEED \$409,116 OVER A THREE-YEAR PERIOD; UTILIZING NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS CONTRACT NUMBER 43230000-NASPO-16-ACS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City strives to implement solutions and technologies that provide the most effective and efficient services for City staff and residents; and

**WHEREAS**, section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

**WHEREAS**, the City Manager recommends approving Temporary Resolution No. 8637 to renew VMware Live Recovery software licenses, Microsoft Azure subscriptions, and VMware Reserved Instances for the cloud-based disaster recovery solution from R2 Unified Technologies, LLC, in an amount not to exceed \$575,361, over a three-year period as well as VMware software licenses and maintenance from Carahsoft Technology Corporation in an amount not to exceed \$409,116 over a three-year period, utilizing

Reso. No. \_\_\_\_\_

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National Association of State Procurement Officials (“NASPO”) Contract Number 43230000-NASPO-16-ACS; and

**WHEREAS**, on March 15, 2023, Resolution 23-83 approved the purchase of the Azure Disaster Recovery Solution from R2 United Technologies, which included VMware Site Recovery Manager (now VMware Live Recovery), and Azure cloud VMware services for a three-year period. Additionally, on April 16, 2025, Resolution 25-119 approved the renewal of VMware software licenses and maintenance with Carahsoft Technology Corporation for one year.

**WHEREAS**, renewing the cloud-based disaster recovery solution and VMware licenses is critical to ensuring the continuity of City operations and maintenance system reliability, both of which are essential for safeguarding the City's data.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** the City Commission approves the renewal of VMware live recovery software licenses, Microsoft azure subscriptions, and VMware reserved instances for the cloud-based disaster recovery solution from R2 unified technologies, LLC, in an amount not to exceed \$575,361 over a three-year period, as well as VMware software licenses and maintenance from Carahsoft Technology Corporation in an amount not to exceed \$409,116 over a three-year period, utilizing NASPO contract number 43230000-NASPO-16-ACS

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**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall become effective upon adoption.

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3/24/26

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Reso. No. \_\_\_\_\_



R2 Unified Technologies  
980 N. Federal Highway  
Suite 410  
Boca Raton, FL 33432

Quote Number: R2UQ19057  
Expiration Date: Feb 28, 2026

<b>Sold To</b> City of Miramar Vanessa Sauveur 2300 Civic Center Pl Fort Lauderdale, Florida 33025 United States  Phone (954) 602-3105 Fax	<b>Ship To</b> City of Miramar Vanessa Sauveur 2300 Civic Center Pl Fort Lauderdale, Florida 33025 United States  Phone (954) 602-3105 Fax	<b>Your Sales Rep</b> david.bester  561-939-6934 david.bester@r2ut.com
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Here is the quote you requested.

<b>Terms</b>	<b>P.O. Number</b>	<b>Ship Via</b>
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Net 20

Line	Qty	Description	Unit Price	Ext. Price
1		<b>VMware Live Recovery - Year 1 of 3 Multi-Year Agreement (Noncancellable - Annual Billing) - Coverage Dates: 04/28/2026 to 04/27/2027</b>		
2	40	VCF-VLR-PVM-R VMware Live Recovery Cloud Protected VM	\$390.00	\$15,600.00
3		<b>SubTotal</b>		\$15,600.00
4		<b>VMware Live Recovery - Year 2 of 3 Multi-Year Agreement (Noncancellable - Annual Billing) - Coverage Dates: 04/28/2027 to 04/27/2028</b>		
5	40	VCF-VLR-PVM-R VMware Live Recovery Cloud Protected VM	\$390.00	\$15,600.00
6		<b>SubTotal</b>		\$15,600.00
7		<b>VMware Live Recovery - Year 3 of 3 Multi-Year Agreement (Noncancellable - Annual Billing) - Coverage Dates: 04/28/2028 to 04/27/2029</b>		
8	40	VCF-VLR-PVM-R VMware Live Recovery Cloud Protected VM	\$390.00	\$15,600.00
9		<b>SubTotal</b>		\$15,600.00

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Line	Qty	Description	Unit Price	Ext. Price
Pricing meets the pricing discounts as outlined by the NASPO ValuePoint Data NVP #AR2472 Participating Addendum for FL #43230000-NASPO-16-ACS contract.  Please contact me if I can be of further assistance.			<b>SubTotal</b>	\$46,800.00
			<b>Tax</b>	<b>\$0.00</b>
			<b>Est Std Shipping</b>	\$0.00
			<b>Total</b>	<b>\$46,800.00</b>

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## R2 Unified Technologies

980 N. Federal Highway  
Suite 410  
Boca Raton, FL 33432  
O (561) 515-6800

# Quote

**Quote Number:** R2UQ15147-

**Expiration Date:** Jun 30, 2026

<b>Sold To</b>	<b>Ship To</b>	<b>Your Sales Rep</b>
<b>City of Miramar</b> Vanessa Sauveur 2300 Civic Center Place Miramar, Florida 33025 United States	<b>City of Miramar</b> Vanessa Sauveur 2300 Civic Center Place Miramar, Florida 33025 United States	<b>David Bester</b>  david.bester@r2ut.com
<b>Phone</b> (954) 602-3105 <b>Fax</b>	<b>Phone</b> (954) 602-3105 <b>Fax</b>	<b>Phone</b> 561-939-6934

Here is the quote you requested.

<b>Terms</b>	<b>P.O. Number</b>	<b>Ship Via</b>
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Net 20

Line	Qty	Description	Unit Price	Ext. Price
1	12	Monthly Cost for Microsoft Azure VMware Solution via Reserved Instance: August 2026 Through August 2027	\$13,582.23	\$162,986.76
2		Microsoft Azure Subscription Estimated Costs Based on Azure Pricing Calculator Estimate  Details::  5x AV36P Nodes (36-cores, 768GB RAM, 19.2TB All-Flash Storage - 3 Year Reserved)		
3	12	Monthly Cost for Microsoft Azure VMware Solution via Reserved Instance: August 2027 Through August 2028	\$13,582.23	\$162,986.76
4		Microsoft Azure Subscription Estimated Costs Based on Azure Pricing Calculator Estimate  Details::  5x AV36P Nodes (36-cores, 768GB RAM, 19.2TB All-Flash Storage - 3 Year Reserved)		
5	12	Monthly Cost for Microsoft Azure VMware Solution via Reserved Instance: August 2028 Through August 2029	\$13,582.23	\$162,986.76
6		Microsoft Azure Subscription Estimated Costs Based on Azure Pricing Calculator Estimate		

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Line	Qty	Description	Unit Price	Ext. Price
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Details::

5x AV36P Nodes (36-cores, 768GB RAM, 19.2TB All-Flash Storage - 3 Year Reserved)

<b>SubTotal</b>	\$488,960.28
<b>Tax</b>	\$0.00
<b>Est Std Shipping</b>	\$0.00
<b>Total</b>	<b>\$488,960.28</b>

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



## R2 Unified Technologies

980 N. Federal Highway  
Suite 410  
Boca Raton, FL 33432  
O (561) 515-6800

# Quote

**Quote Number:** R2UQ19079

**Expiration Date:** Mar 20, 2026

### Sold To

**City of Miramar**  
Vanessa Sauveur  
2300 Civic Center Pl  
Fort Lauderdale, Florida 33025  
United States

**Phone** (954) 602-3105  
**Fax**

### Ship To

**City of Miramar**  
Vanessa Sauveur  
2300 Civic Center Pl  
Fort Lauderdale, Florida 33025  
United States

**Phone** (954) 602-3105  
**Fax**

### Your Sales Rep

**david.bester**  
  
561-939-6934  
david.bester@r2ut.com

Here is the quote you requested.

### Terms

Net 20

### P.O. Number

### Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1	12	Microsoft Azure Subscription Estimated Costs Based on Azure Pricing Calculator Estimate October 2026 through September 2027	\$1,100.00	\$13,200.00

Please contact me if I can be of further assistance.

<b>SubTotal</b>	\$13,200.00
<b>Tax</b>	\$0.00
<b>Est Std Shipping</b>	\$0.00
<b>Total</b>	<b>\$13,200.00</b>

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Vanessa Sauveur  
 Information Systems Manager  
 Miramar - City - Florida  
 2300 Civic Center Pl  
 Miramar, FL 33025-6577 USA

**FROM:** Rory McClure  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** vjsauveur@miramarfl.gov

**EMAIL:** Rory.McClure@carahsoft.com

**PHONE:** (954) 602-3105      **FAX:** (954) 602-3559

**PHONE:** (703) 581-6655      **FAX:** (703) 871-8505

**TERMS:** Contract Number: 43230000-NASPO-16-ACS  
 NASPO Master Contract Number: AR2472  
 Contract Term: 08/01/2017 to 09/30/2026  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

**QUOTE NO:** 62795312  
**QUOTE DATE:** 02/18/2026  
**QUOTE EXPIRES:** 02/28/2026  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$409,116.00  
**TOTAL QUOTE:** \$409,116.00

LINE NO.	PART NO.	DESCRIPTION	MSRP	QUOTE PRICE	QTY	EXTENDED PRICE
<b>PAYMENT 1 OF 3</b>						
1	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2026 End Date: 04/21/2027	\$400.0000	\$230.0000	COOP 288	\$66,240.00
2	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual List price -\$261.91 VMware, LLC - VCF-CLD-FND-A Start Date: 08/26/2026 End Date: 04/21/2027	\$400.0000	\$203.0000	COOP 128	\$25,984.00
3	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual List price -\$272.87 VMware, LLC - VCF-CLD-FND-A Start Date: 08/16/2026 End Date: 04/21/2027	\$400.0000	\$205.0000	COOP 180	\$36,900.00
4	VCF-VSP-FND-1Y	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.)- for 1 year VMware, LLC - VCF-VSP-FND-1Y Start Date: 04/22/2026 End Date: 04/21/2027	\$190.0000	\$151.0000	COOP 48	\$7,248.00
<b>PAYMENT 1 OF 3 SUBTOTAL:</b>						\$136,372.00
<b>PAYMENT 2 OF 3</b>						
5	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2027 End Date: 04/21/2028	\$400.0000	\$230.0000	COOP 288	\$66,240.00

**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	MSRP	QUOTE PRICE	COOP	QTY	EXTENDED PRICE
6	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2027 End Date: 04/21/2028	\$400.0000	\$203.0000	COOP	128	\$25,984.00
7	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2027 End Date: 04/21/2028	\$400.0000	\$205.0000	COOP	180	\$36,900.00
8	VCF-VSP-FND-1Y	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.)- for 1 year VMware, LLC - VCF-VSP-FND-1Y Start Date: 04/22/2027 End Date: 04/21/2028	\$190.0000	\$151.0000	COOP	48	\$7,248.00
<b>PAYMENT 2 OF 3 SUBTOTAL:</b>							<b>\$136,372.00</b>
<b>PAYMENT 3 OF 3</b>							
9	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2028 End Date: 04/21/2029	\$400.0000	\$230.0000	COOP	288	\$66,240.00
10	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2028 End Date: 04/21/2029	\$400.0000	\$203.0000	COOP	128	\$25,984.00
11	VCF-CLD-FND-A	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 04/22/2028 End Date: 04/21/2029	\$400.0000	\$205.0000	COOP	180	\$36,900.00
12	VCF-VSP-FND-1Y	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.)- for 1 year VMware, LLC - VCF-VSP-FND-1Y Start Date: 04/22/2028 End Date: 04/21/2029	\$190.0000	\$151.0000	COOP	48	\$7,248.00
<b>PAYMENT 3 OF 3 SUBTOTAL:</b>							<b>\$136,372.00</b>
<b>SUBTOTAL:</b>							<b>\$409,116.00</b>
<b>TOTAL PRICE:</b>							<b>\$409,116.00</b>
<b>TOTAL QUOTE:</b>							<b>\$409,116.00</b>

**Payment Schedule ---**

Year 1 of 3 --\$136,372.00-- Due Net 30  
Year 2 of 3 --\$136,372.00 -- Invoice Date 04/22/27  
Year 3 of 3 --\$136,372.00 -- Invoice Date 04/22/28

\*\*\*\*\*Payment Terms must be reflected on reseller PO along with a copy of customers redacted PO acknowledging payment terms.\*\*\*\*\*

**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

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Please be aware of all terms listed in quote. By referencing the Carahsoft Quote No. on your order, Partner confirms that the End User has received and agreed to all the terms and conditions herein.

This order is governed by the General Terms set out at [www.broadcom.com/company/legal/licensing](http://www.broadcom.com/company/legal/licensing).

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All amounts are exclusive of taxes which will be payable in addition to the fees listed.

Broadcom requires the address on the PO to match the address on the End User's existing Site ID.  
If End User requires address change, may result in system access issues for End User licenses.

If multi-year quote, all payment amounts are defined within the schedule above.

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**PAYMENT**

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

**MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-Year Quotes)**

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

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**PARTNER AFFIRMATION**

Partner affirms:

- i. it has a written agreement with the End User for the sale of the Broadcom or Offering(s) identified herein; such that the End User is contractually bound and agrees in writing that End User's use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);
- ii. The End User has agreed to pay the Partner an agreed upon fee for the Broadcom Offering(s);
- iii. Partner shall ensure information relating to license type, Authorized Use Limitations and other Broadcom Offering related information set forth herein is provided to the End User; and
- iv. in furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you understand that Broadcom will not accept and you agree not to submit orders from (a) partners or customers who are military end users of China, Russia or Venezuela for products with ECCN starting with 5D992, or (b) Broadcom, the Partners, or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold to such end users.

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**ORDERING TERMS AND CONDITIONS AND END USER TERMS**

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://legaldocs.broadcom.com>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

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**MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:**

Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States.

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**ASSIGNMENT**

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

### MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order or generation of a PO for this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order or generation of a PO for this Order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

### SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

### NON MAINFRAME REPORTING

Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly-scheduled verified report detailing End User's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, End User must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by End User on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.

### PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

### NOTICE

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to [legal-notice.pdl@broadcom.com](mailto:legal-notice.pdl@broadcom.com) and all other notices will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Governing Contract, or other address if updated by notice or for Broadcom, as posted to <https://www.broadcom.com/licensing>. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

**Attachment 3**

National Association of State Procurement Officials (NASPO) Contract number 43230000-NASPO-16-ACS.

[State of Florida Department of Management Services Cloud Solutions Contract - NASPO | Carahsoft](#)